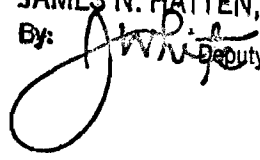


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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

BRANT B. BARBER

CASE NO. 1:13-cv-0975-TWT

Plaintiff

Vs.

RUBIN LUBLIN, LLC.

Defendant

**PLAINTIFF'S RESPONSE IN OPPOSITION
TO DEFENDANT'S MOTION TO DISMISS**

COMES NOW, BRANT B. BARBER, (hereinafter, "PLAINTIFF" or "Barber"), Plaintiff in the above-styled action and respectfully submits and files this PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS, showing the court as follows:

1. INTRODUCTION

A. PLAINTIFF BARBER'S CLAIMS GENERALLY

PLAINTIFF Barber has filed a complaint that seeks damages for unlawful collection practices utilized by DEFENDANT law firm Rubin Lublin, LLC., (hereinafter Rubin Lublin or Defendant) That violate the Fair Debt Collection Practices Act (hereinafter "FDCPA"), 15 U.S.C & 1601, 1692 *et seq.* The DEFENDANT Rubin Lublin has violated the FDCPA by failing to

identify the actual creditor in debt collection communications that are covered under the FDCPA and by falsely stating that (DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR CERTIFICATE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FF8, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF8,) (hereinafter “DBNTC” or “Deutsche” or “Deutsche bank”) is the alleged secured creditor of the PLAINTIFF, but is actually the servicer, and in fact is a debt collector (as defined in the FDCPA), of the PLAINTIFF’S alleged mortgage debt for the Federal National Mortgage Association, hereinafter “Fannie Mae”

B. THE ISSUES RAISED IN DEFENDANT’S MOTION TO DISMISS

1. STATEMENT OF FACTS

PLAINTIFF objects to DEFENDANT’S assumptive use of the terms such as: Loan, Security Deed, Lien Interest, Secured Creditor and Debt throughout the DEFENDANT’S MOTION TO DISMISS, until any alleged Debt or Lien Interest is proven to be valid by the DEFENDANT.

(P2) PLAINTIFF objects to DEFENDANT’S statement “obtained a loan.” PLAINTIFF states that what was received was a misrepresentation of a loan for 3993 Glen Meadow Drive, Norcross, GA 30092 that the DEFENDANT illegally attempted to foreclose on Tuesday, May 7th, 2013.

(P2) PLAINTIFF objects to DEFENDANT’S statement “Conveyed the Property via Security Deed” and “Assigned.” PLAINTIFF states that the alleged “Conveyance”, “Security Deed” and “Assignment” may be fraudulent.

(P3) DEFENDANT states “Deutsche Bank retained the law firm of Rubin Lublin, LLC to initiate foreclosure proceedings on its behalf. As part of this process, Rubin Lublin sent the Plaintiff a letter on March 11, 2013, notifying the Plaintiff that it had been retained by Deutsche Bank to foreclose and the balance of the loan had been accelerated (the “FDCPA Notice”) (**SEE EXHIBIT “A”).**”

DEFENDANT’S attempted foreclosure sale did not comply with the Georgia nonjudicial foreclosure statute (O.C.G.A & 44-14-160 *et seq.*)

Nonjudicial foreclosure pursuant to O.C.G.A & 44-14-162 is in derogation of the common law and therefore the requirements of the Code are to be strictly construed. Martin v. Fed. Land Bank, 173 Ga. App. 142 (325 S.E.2d 787) (1984). The applicable code section - O.C.G.A. & 44-14-162.2 – does not allow for either a “secured creditor” or its duly authorized agent to provide the required notice. The notice must come from the secured creditor.

Plaintiff has not received any foreclosure notice or any other foreclosure information or an FDCPA notice from DBNTC, who Rubin Lublin claims is the “secured creditor” – Thus, Georgia foreclosure procedures have not been followed.

The interpretation reached in Lacosta v. McCalla Raymer, LLC that since the use of an agent is not specifically disallowed it must then be allowed is incorrect. “Where there is no ambiguity, our job is simply to look at the words the legislature used, not to interpret what we think they must have meant. If the legislature disagrees with our construction, it is free to amend the statute to make its intent clear, as it has on other occasions.” Gordon v. Atlanta Cas. Co., Ga 148, 611 S.E.2d 24 (2005). In Morgan v. Ocwen Loan Servicing, LLC, 795 F.Supp.2d 1370, 1376 (N.D.Ga.2011, it states “The court concludes that Georgia statutes and case law require the holder of the loan to carry out the foreclosure and to indentify itself as the secured creditor of public record prior to the foreclosure sale.”

At no point has documentation been provided to the Plaintiff to establish a principal-agent relationship between Fannie Mae and DBNTC. DBNTC is the party listed as the “secured creditor” on the foreclosure letter with no reference to its legal status as Fannie Mae’s agent. - If the alleged debt and alleged Note are owned by Fannie Mae, the bank/servicer’s notice and Advertisement may be defective. (Stubbs – 1:11-cv-1367-AT) If DBNTC is the “holder” of the alleged loan and Fannie Mac is the “owner” of the alleged note – Georgia Law, which has adopted the Uniform Commercial Code, explicitly provides that the holder of a note, i.e. the party entitled to enforce it, is not necessarily the owner of the note – which may have implications in inconsistency between the Georgia Commercial Code and the court’s decision in Reese to challenge the validity of DEFENDANT’S attempted foreclosure of the subject property on May 7, 2013.

A deficient statutory notice may be in effect in the Plaintiff’s claims

of wrongful attempted foreclosure by the DEFENDANT, In light of (Reese) in that the foreclosure counsel may have needed to insure that the foreclosure notice provided the name of the secured creditor and the holder of the note, in addition to the loan servicer and any and all relationships between them, including agent relationships and foreclosing lawyer relationship to the actual secured creditor. This full disclosure of all parties and their correct roles and correct associations in regards to the attempted foreclosure has not been supplied to the PLAINTIFF.

II. MOTION TO DISMISS STANDARD – CITATION OF AUTHORITY

A motion to dismiss under Rule 12(b)(6)... Challenges the legal sufficiency rather than the truth of factual allegations, which are assumed true and construed most favorably to the plaintiff. Hoffman-Pugh v. Ramsey, 312 F.3d 1222, 1225 (11th Cir. 2002) The Trial Court's consideration of a motion to dismiss is restricted to the allegations in the Complaint, and may not rest properly rest on facts or assumed facts not rightly raised in the Complaint. Morrison v. Amway Corp., 323 F.3d 920, 924 (11th Cir. 2003) see also Ramos v. Goodfellas Brooklyn's Finest Pizzeria, LLC, 208 U.S. Dist. LEXIS 87368 (S.D. Fla 10/15/2008) ("at the motion to dismiss stage, under Fed. R. Civ. P. 12 (b)(6), a court can only examine the four corners of a complaint.")

"The threshold of sufficiency that a complaint must meet to survive a motion to dismiss for failure to state a claim is... 'exceedingly low.'" Fin Sec. Assur., Inc. v. Stephens, Inc., 500 F.3d 1276, 1282 (11th Cir. 2007), quoting, Anacata v. Prison Health Servs., Inc 769 F.2d 700, 703 (11th Cir. 1985). "A Complaint should not be dismissed for

failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.”

“In deciding a motion to dismiss, the court must accept as true all the factual allegations in the complaint, drawing all inferences derived from those facts in the light most favorable to the plaintiff.” Brown v. Crawford County, 960 F. 2d 1002, 1010 (11th. Cir 1992). “The issue is not whether a plaintiff will ultimately prevail but whether the claimant is entitled to offer evidence to support the claims.” Scheuer v. Rhodes, 416 U.S. 232, 236, 94 S. Ct. 1683, 40 L. Ed. 2d 90 (1974); Little v. N. Miami, 805 F. 2d 962, 965 (11th Cir. 1986) (same)

Under Bell Atlantic Corp. v. Twombly, 127 S. Ct. 1955, 1965, 167 L. Ed. 2d 929 (2007) , to survive a 12(b)(6) motion to dismiss, a complaint must contain factual allegations which are “enough to raise a right to relief above the speculative level, on the assumption that all allegations in the complaint are true.” A well-plead complaint will survive a motion to dismiss “even if it strikes a savvy judge that actual proof of these facts is improbable, and ‘that a recovery is very remote and unlikely.’” Twombly, 127 S. Ct at 1965.

As to the FDCPA, it is a consumer protection statute. The FDCPA mandates three areas of collector compliance: 1. Identifying oneself as a debt collector, 2. Advising the debtor of the right to verify and dispute the debt, and 3. Refraining from harassment, false representations and third party communications.

The Act is primarily self enforcing by consumers through the private attorneys general mechanism. See, West v. Costen, 558 F.Supp. 564 (W.D. Va. 1983)(“The FDCPA... is ‘primarily self-enforcing’... through private causes of action.”) and – Senate Report No. 95-382, at 5 (Aug. 2, 1977),

reprinted in 1977 U.S.C.C. & A.N. 1695, 1699 “The committee views this legislation as primarily self-enforcing; consumers who have been subjected to collection abuses will be enforcing compliance.”

The FDCPA only cover “debt collectors” as statutorily defined, 15 U.S.C. Section 16921 (6) . A Debt Collector is any person collecting debts on behalf of another. The Act excludes original creditors and their employees – Taylor v. Perrin, Landry, deLaunay & Durand, 103 F.3d 1232 (5th Cir. 1997). Attorney debt collectors are covered. Inclusion of attorneys as debt collectors was done by way of amendment to the Act. A 1986 amendment deleted the statutory exclusion for attorneys – Heintz v. Jenkins, 514 U.S. 291 (1995).

To be covered by the Act, a collector must “regularly” attempt to collect debts., 15 U.S.C. Section 1692a(6); Heintz v. Jenkins, 514 U.S. 291 (1995). Regularly collecting occurs when undertaking collection activity “more than a handful of times per year” – Crossley v. Lieberman, 868 F.2d 566 (3rd Cir. 1989).

If the coverage applies, three central substantive provisions prohibit, without limitation, all abusive, false and unfair practices, 15 U.S.C. Sections 1692d, 1692e and 1692f. Each section contains in identical format general provisions and, “(w)ithout limiting the general application of the foregoing...”, provides a list of *per se* violations. That is, each section lists examples of prohibited conduct which does not limit the general prohibitions against abusive, false and unfair means – Commentary, Sections 806-1, 807-1, and 808-1; accord, United States v. National Financial Services, Inc., 98F.3d 131, 135 (4th Cir. 1996)(& 1692e provides a non-exhaustive list of prohibited conduct); Bentley v. Great Lakes Collection Bureau, 6 F.3d 60

(2nd Cir. 1993).

As to the prescription against False Representations, any representation which is objectively false constitutes a *per se* violation of Section 1692e – Creighton v. Emporia Credit Service, Inc., 981 F. Supp. 411 (E.D. Va 1997). Even if not objectively false, any statement which is capable of deceiving or misleading violates Section 1692 e – Jeter v. Credit Bureau, Inc., 760 F.2d 1168 (11th Cir. 1985).

Deception is tested under the standard of the “least sophisticated consumer” – U.S. v. National Financial Services, Inc., 98 F.3d 131 (4th Cir. 1996.) This standard measures tending to deceive “consumers of below-average sophistication or intelligence” – Clomon v. Jackson, 988 F.2d 314 (2nd Cir. 1993). Any “plausible” interpretation of a representation which is deceptive or false to the “least sophisticated consumer” violates the FDCPA – Dutton v. Wolhar, 809 F. Supp. 1130 (D.Del. 1992). A “message that is open to an inaccurate yet reasonable interpretation by the consumer...is...deceptive as a matter of law” – Creighton v. Emporia Credit Service, Inc. 981 F.Supp. 411, 416 (E.D. Va. 1997) Russell v. Equifax A.R.S., 74 F.3d 30 (2nd Cir. 1996); *accord*, Maguire v. Citicorp Retail Services, Inc., 147 F.3d 232 (2nd Cir. 1998).

A single violation of the Act triggers statutory liability and remedies., Morgan v. Credit Adjustment Board, Inc., 999 F.Supp. 803 (E.D. Va. 1998); Clomon v. Jackson, 988 F.2d 1314 (2nd Cir. 1993). A violation can result in liability for up to \$ 1,000 in statutory damages., 15 U.S.C Section 1692k (a)(2)(A) Statutory damages available even in absence of actual damages – Baker v. G.C. Services, Corp., 677 F.2d 775 (9th cir. 1982). Keele v. Wexler, 149 F.3d 589 (7th Cir. 1998).

The FDCPA is a strict liability clause, where degree of the defendant’s culpability is relevant only in computing damages, not in determining liability – Russell v. Equifax A.R.S., 74 F.3d 30 (2nd Cir. 1996); Bentley v. Great Lakes Collection Bureau, 6F.3d 60 (2nd Cir.

1993); Pittman v. J.J. Mac Intyre Co., 969 F.Supp. 609 (D.Nev. 1997). A Plaintiff therefore need suffer no actual injury whatsoever to recover – *Id. Indeed*, whether a plaintiff even receives or reads an offending Communication is irrelevant to liability – Morgan v. Credit Adjustment Board, Inc 999 F. Supp. 803, 805-06 (E.D. Va. 1998) and intent is not an element of liability – Patzka v. Vitervo College, 917 F. Supp. 654 (W.D. Wis. 1996).

Finally, the FDCPA is a remedial statute to be liberally construed, imposing strict liability. Harrison v. NBD, Inc., 968 F.Supp., 836 (E.D.N.Y. 1997). And the Act has a One year statute of limitations., 15 U.S.C. Section 1692k(d). Violations barred by the statute of limitations are nonetheless admissible to show a pattern of abuse and harassment or other evidentiary purpose – Pittman v. J.J. Mac Intyre Co., 969 F. Supp. 609 (D.Nev. 1997)

C. RUBIN LUBLIN IS A “DEBT COLLECTOR”

15 U.S.C. & 1692(e) states that “a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.” (15 U.S.C & 1692(e). In Rubin Lublin’s Motion to Dismiss, Rubin Lublin refers to the letter as “the FDCPA Notice” (P 11, P 12), and then goes on to state that the FDCPA does not apply. (P 9). The “FDCPA Notice”(SEE EXHIBIT “A”) states – “Should it apply, please be advised that this firm is acting as a debt collector attempting to collect a debt and any information obtained will be used for that purpose.” Rubin contends that this notice relates to an enforcement of lien rights, as opposed to the collection of a debt, and because of this, it is not subject to the FDCPA – to which the PLAINTIFF opposes. In Bourff v. Lublin, March 15, 2012 – The allegation that the loan servicer was not a “creditor” was enough to

state a plausible claim for relief under the FDCPA. PLAINTIFF opposes the DEFENDANT'S incorrect statement that the FDCPA does not apply to this case. (P7). PLAINTIFF states that Rubin Lublin is a debt collector. A review of legal organs throughout the state of Georgia show the DEFENDANT has represented various creditors, well in excess of a hundred (100) separate non judicial foreclosures in the past year.

To foreclose on a Security Deed in Georgia, the requirements are as follows:
& 44-14-162.2 Sales made on foreclosure under power of sale – Mailing or delivery of notice to debtor – Procedure.

- a.) Notice of the initiation of proceedings to exercise a power of sale in a mortgage, security deed, or other lien contract shall be given to a debtor by the secured creditor no later than 30 days before the date of the proposed foreclosure. Such notice shall be in writing, shall include the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the mortgage with the debtor, and shall be sent by registered or certified mail or statutory overnight delivery, return receipt requested, to the property address or to such other address as the debtor may designate by written notice to the secured creditor. The notice required by this code section shall be deemed given on the official postmark day or on day on which it is received for delivery by a commercial delivery firm. Nothing in this subsection shall be construed to require a secured creditor to negotiate, amend, or modify the terms of a mortgage instrument.
- b.) The notice required by subsection (a) of this Code shall be given by mailing or delivering to the debtor a copy of the notice of sale to be submitted to the publisher.

The FDCPA Notice given to PLAINTIFF came from Rubin Lublin on their

letterhead, not from DBNTC, who Rubin Lublin has claimed is the “secured creditor”. Either Rubin Lublin has not followed proper procedures according to Georgia & 44-14-162.2 or Rubin Lublin is taking on the role as the “secured creditor” and engaging in debt collection practices. Rubin Lublin stepped outside the foreclosure arena and into the debt collection arena when it sent this initial “FDCPA Notice”. The FDCPA Notice (**SEE EXHIBIT “A”**) references Rubin Lublin’s website: <http://www.rubinlublin.com/homeowner.php>., where it states: “While we understand you may be experiencing temporary or permanent financial troubles that have caused you to be in default of the terms of your mortgage, we may be able to assist you in finding a mutually agreeable work-out plan that fits you and your lender’s needs.” PLAINTIFF views this as debt collection, where Rubin Lublin is engaged in collecting and negotiating debt by means of repayment plans, loan modifications, reinstatements, Deed in lieu of foreclosure and short sales. (**SEE EXHIBIT “J”**)

The DEFENDANT is a debt collector and this court should deny Rubin Lublin’s Motion to Dismiss.

D. THE FDCPA DOES APPLY.

An FDCPA notice by itself, with FDCPA disclaimers, may be considered an attempt to collect a debt when it comes from an entity representing the “secured creditor – who is a debt collector” and by doing so, misrepresents the entity as the “secured creditor” and is beyond the scope of O.C.G.A. & 44-14-162.2. Under the

FDCPA, attorney debt collectors are covered. The inclusion of attorneys as debt collectors was done by way of amendment to the Act. A 1986 amendment deleted the statutory exclusion for attorneys – Heinz v. Jenkins, 514 U.S. 291 (1995). Pursuant to sections 1692(d) and 1692 (e) of the FDCPA, liability attaches only to those meeting the statutory definition of “debt collector”. Section 1692a(6) provides that a debt collector is any person who uses an instrumentality of interstate commerce or the mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Rubin Lublin claims that it is only enforcing lien rights and is not attempting to collect a debt. Rather, they are attempting to take ownership of the alleged security interest in lieu of collecting on the debt. (indirect debt collection). Rubin Lublin claims that it is not a debt collector because the FDCPA letter was not sent for the purposes of collecting a debt, but rather, it was sent as part of its effort to foreclose on the lien interest for the alleged loan, i.e. the Plaintiff’s property.

In district court case Pettway v. Harmon Law Offices, P.C., 2005 WL 2365331 (D.Mass. Sept 27, 2005) The district court distinguished those cases that allege abuses of the foreclosure process that were only tangentially related to the payment of the underlying debt. The court relied on cases where the defendant law firms were seeking the repayment of various costs, including legal fees, that were authorized by a debt agreement, and concluded that “(T)he fact that these defendant law firms were also seeking to foreclose on the pledged property did not insulate them from FDCPA liability for making incomplete and misleading statements about the debt owed.”

The FDCPA Notice states: “The total amount of the debt owed to the creditor consists of.... Legal fees/costs and other charges.”

Another line of cases have concluded that the enforcement of a security interest, regardless of whether the law firm was requesting payment of funds, is debt collection under the FDCPA.

See Piper v. Portnoff Law Assoc., Ltd., 396 F.3d 227, 234 (3rd Cir. 2005) (“The fact that the (statute) provided a lien to secure the (Plaintiff’s) debt does not change its character as a debt or turn the (defendant’s) communications to the (plaintiffs) into something other than an effort to collect that debt”) Ray v. International Bank, Inc., 2005 WL 2305017 (D. Colorado. Sept. 21, 2005) (“Construed broadly, a foreclosure proceedings is a form of debt collection.”)

The 3rd Circuit in Piper construed section 1692i as evidence of a Congressional intent to extend the provisions of the Act to consumer defendants in suits brought to enforce security interests in real property when it held that the FDCPA applied to defendants who communicated with debtors in an effort to secure payments of debts, even if those debts were secured by real property. Piper, 396 F.3d at 236.

Piper v. Portnoff Law Assocs., 396 F.3d 227, 234 (3rd Cir. 2005) (“The fact that the (Pennsylvania Municipal Claims and Tax Liens Act) provided a lien to secure the Piper’s debt does not change its character as a debt or turn PLA’s communications to the Pipers into something other than an effort to collect that debt.”). Furthermore, the Defendant’s actions surrounding the foreclosure proceedings were attempts to collect that debt. See Romea v. Heiberger and Assocs., 163 F.3d 111, 116 (2nd Cir. 1998) (concluding that an eviction notice required by statute could also be an attempt to collect a debt.); Shapiro and Meinhold v. Zartman, 823 P.2d 120, 124 (Colo. 1992) (“A foreclosure is a method of collecting a debt by acquiring and selling secured property to satisfy a debt.”)

Rubin Lublin's website, referred to in the FDCPA Letter has a whole section of "Testimonials" where Rubin Lublin has assisted homeowners negotiate debt in addition to a whole section of "Property Listings" where Rubin Lublin is advertising auction properties for sale with opening bid prices.

(SEE EXHIBIT "J")

The 7th Circuit decision in Gburek v. Litton Loan Servicing LP 2010 U.S. App. LEXIS 15346 (7th Cir. 2010) also provides some guidance. In Gburek, the United States District Court for the Northern District of Illinois, Eastern Division, had granted appellate mortgagor's motion to dismiss, concluding that its conduct did not fall within the scope of the FDCPA, 15 U.S.C.S. & 1692 et seq., because the letters appellant homeowner received did not contain a demand for payment. The 7th Circuit reversed and noted that the homeowner's complaint centered on three separate communications that she alleged violated the FDCPA. According to the court, the mortgagor's letter telling the homeowner that she could avoid foreclosure if she submitted certain financial information was sufficient to bring her claim within the scope of the FDCPA. The homeowner was in default on her loan, and the letter offered to discuss "foreclosure alternatives" and asked her for finance information in order to initiate that process. This letter was the mortgagor's opening communication in an attempt to collect the homeowner's defaulted home loan--- by settlement or otherwise. Though it did not explicitly ask for payment, the 7th Circuit held it was an offer to discuss the homeowner's

repayment options, which qualified as a communication in connection with an attempt to collect a debt. The company's letter on behalf of the mortgagor brought the homeowners claim within the scope of the statute as the purpose of the letter was to encourage the homeowner to contact the mortgagor to discuss debt-settlement options. The mortgagors contact with the company plainly constituted a communication in connection with the collection of a debt. (SEE EXHIBIT " J") PLAINTIFF states that the DEFENDANT'S action to direct him to visit Rubin Lublin's website, which clearly shows them engaged in debt negotiation activities, qualifies the DEFENDANT as a debt collector and subject to the FDCPA.

According to the Federal Trade Commission 15 U.S.C 41 et seq., if the foreclosing entity engages in any action to collect the debt directly or indirectly then that action must comply with the mandates of the FDCPA. (FTC staff opinion letters April 1998 to May 2002). This court is to give deference to the FTC's interpretation of the FDCPA.

In the Jerman v. Carlisle, McNellie, Rini, Kramer and Ulrich LPA, 130 S. Ct. 1605 (U.S. 2010) – *The debt validation notice did not ask for the debt to be paid.* – Indeed Justice Sotomayor writing for the majority made a point to state that the Supreme Court regarded the foreclosure lawsuit, which solely sought to foreclose on the security for the loan and not to collect money, to be an attempt to collect a debt; ... In Jerman, the Supreme Court specifically stated that a law firm conducting a foreclosure is a "debt collector" who was "attempting to collect a debt" on behalf of a client as defined by the FDCPA and subject to all provisions of the FDCPA even though the law firm never asked Jerman for money.

E. IDENTIFYING DEUTSCHE BANK AS THE SECURED CREDITOR IS FALSE AND MISLEADING.

The DEFENDANT’S claim that Deutsche Bank is the creditor is false – Rubin Lublin does not and has not offered any factual proof to prove that Deutsche Bank truly is the secured creditor, only to say it is not plausible - without any information to back up these false claims. DEFENDANT has not supplied any details of support to invalidate the results of the PLAINTIFF’S private investigation of the alleged loan or the R.E.M.I.C trust. –Thus, the DEFENDANT’S claims, prayers for relief and their Motion to Dismiss should be denied.

“No entity can be a creditor if they do not hold/own the asset in question (i.e. the Note and/or the Property): A Mortgage pass through trust (i.e. R.E.M.I.C., as defined in Title 26 Subtitle A, Chapter 1 Subchapter M, Part II, 850-862) cannot hold assets for another and if they do, their tax exempt status is violated and the Trust itself is void *ab initio*.

Therefore, either the trust has voided its intended TaxFree Status, or the asset is not in fact owned by it.”

(P 15) The FDPCA Notice (**SEE EXHIBIT “A”**) boldly claims – “You must contact the creditor at 800-720-3758...” Rubin Lublin does not refer to the entity Bank of America Home Loans as the servicer, but the creditor. The Notice of Sale Under Power (**SEE EXHIBIT “B”**) refers to Bank of America, N.A. as the entity having full authority to negotiate, which very possibly may be a complete different entity from Bank of America Home Loans. Rubin Lublin has sent the FDPCA notice, which is only supposed to be sent by the “secured creditor” according to Georgia foreclosure law. Rubin Lublin also states in the FDPCA

notice that Deutsche Bank is the secured creditor.

From the Michael Bourff v. Rubin Lublin, LLC case 1:09-cv-02437 –JEC - “Rubin Lublin knew it was filing false pleading and in the process perpetrating a fraud upon the Plaintiff and this Court when it stated in its motion to dismiss that BAC was the Plaintiffs creditor when it knew that statement was completely false. The FDCPA mandates that the creditor be identified, Rubin Lublin identified the creditor as BAC when in fact it was Fannie Mae. This is a material false statement that violates 1692e.

With respect to the Magistrate’s comment that Rubin Lublin is “between a rock and a hard place” due to the unsettled area of law and should be afforded deference, the Supreme Court put this issue to bed. Justice Sotomayer wrote the majority opinion in Jerman, relying heavily on the idea that ignorance of the law will not excuse a violation of the FDCPA said

“To the extent lawyers face liability for mistaken interpretations of the FDCPA, Carlisle and its *amici* have not shown that ‘the result (will be) so absurd as to warrant’ disregarding the weight of textual authority discussed above. Absent such a showing, arguments that the FDCPA strikes an undesirable balance in assigning the risks of legal misinterpretation are properly addressed to Congress. “

PLAINTIFF states that DBNTC is not the secured creditor, but only is a servicer, and in fact a debt collector (as defined by the FDCPA) of the PLAINTIFF’S alleged mortgage debt for “Fannie Mae” and 1692e has been violated.

F. PLAINTIFF IS ENTITLED TO RECOVER STATUTORY AND ACTUAL DAMAGES

There is not a requirement that in order to bring a FDCPA case, that the PLAINTIFF actually must have been deceived. To the contrary, a PLAINTIFF need suffer no actual injury whatsoever to recover.

Whether a Plaintiff even receives or reads an offending communication is irrelevant to liability – Morgan v. Credit Adjustment Board, Inc. 999 F.Supp. 803, 805-806 (E.D. Va. 1998) and intent is not an element of liability – Patzka v. Vitervo College, 917 F. Supp. 654 (W.D. Wis. 1996) Finally, the FDCPA is a remedial statute to be liberally construed, imposing strict liability. Harrison v. NBD, Inc., 968 F. Supp., 836 (E.D.N.Y. 1997). A single violation of the Act triggers statutory liability and remedies., Morgan v. Credit Adjustment Board, Inc. 999 F. Supp. 803 (E.D. Va. 1998); Clomon v. Jackson, 988 F.2d 1314 (2nd Cir. 1993) A violation can result in liability for up to \$1,000 in statutory damages., 15 U.S.C. Section 1692k(a)(2)(A). Statutory damages are available even in absence of actual damages – Baker v. G.C. Services, Corp. 677 F.2d 775 (9th Cir. 1982); Keene v. Wexler, 149 F.3d 589 (7th Cir 1998).

Plaintiff hereby desires to be more specific with the requested stake of claims for relief, (prayers for relief), which still includes such other and further relief as the Court deems proper: PLAINTIFF has added value to the property since 2005 by supplying home upgrades, along with providing maintenance and repairs valued at approximately \$ 42, 080.00 – A foreclosure such as the one attempted by the DEFENDANT on March 7, 2013 would nullify these gains. The title on the property has been clouded due to false and deceptive practices with the alleged loan which does and would make the property difficult to sell, this cloud on title is jeopardizing the Plaintiff now. If the Plaintiff's alleged mortgage needed to be released to be replaced by a new mortgage, the legal securitization of this transaction may end up being very costly, due to the clouded title – for which the Plaintiff seeks monetary damages of \$ 1,995.00. The attempted foreclosure public notice by Rubin Lublin on the property has enticed an onslaught of relentless

letters by greedy real estate investors, debt collectors and lawyers attempting to negotiate on the Plaintiff's behalf, which has been extremely stressful for the Plaintiff, resulting in sleepless nights, worry and non-productivity at work – emotional and physical stress for which the Plaintiff seeks \$ 1,465.00. As a Pro Se Plaintiff, recovery is sought for lost wages, due to self representation to allow recovery of the time that Plaintiff had to take off work in order to represent himself in this conundrum of paperwork, in the amount of \$ 2,415.00, In the same manner as attorney fees and costs can be recovered.

Plaintiff also seeks injunctive relief – that the court requires the FDCPA to be used to stop Bank of America's relentless harassing calls.

NOTE: Plaintiff has already sent/served a cease and desist letter to the Defendant which was delivered registered/certified mail # 7012 1010 0000 7344 4556 and received by Victor Long of Rubin Lublin – to stop advertising, foreclosure and collection activities, yet the Defendant has failed to abide, for which the Plaintiff seeks \$1,200.00 in monetary damages for efforts undertaken which decreased his ability to receive credit and subsequently halted the foreclosure process on May 7th, 2103. Plaintiff prays for the Defendant's prayers for relief to be denied and that the Defendant receives nothing.

PLAINTIFF asserts that an award of statutory damages in the absence of actual damages would be a denial of the Plaintiff's right to due process under the Constitution of the United States of America. State Farm Mut.

Auto. Ins. Co. v. Campbell, 123 S. Ct 1513 (2003). In PLAINTIFF'S Complaint # 27 states: By reason of the conduct alleged herein, Defendant is liable to Plaintiff under 15 U.S.C. and 1692k for actual damages and statutory damages. This court should find that the Plaintiff can recover both actual and statutory damages and relief based upon what the court deems proper and deny the Defendant's prayers for relief and the DEFENDANT'S Motion to dismiss.

G. RUBIN LUBLIN HAS BEEN PROPERLY SERVED.

PLAINTIFF perfected service to the DEFENDANT on April 22nd, 2013 by Gwinnett County Sheriff, to serve the papers, with the seal, Deputy Collins served the following: Summons, Plaintiff's Complaint, Verification, Notice to Cease and Desist and a Certificate of Service... Plaintiff filed this with the clerk of courts on 4/24/2013... Plaintiff also faxed a Notice to Cease and Desist to Rubin Lublin on 4/1/2013. Plaintiff also mailed by registered/certified mail # 7011 2970 0000 6312 2847 the Plaintiff's Complaint, Certificate of Service & Verification to Rubin Lublin on April 1st, 2013, signed by M. Williams.

Plaintiff states that the court may exercise jurisdiction over this action as the Complaint raises federal questions. Both the Defendant and the Plaintiff are in the Northern District of Georgia.

SUMMARY

In this entire document and in all exhibits, If Plaintiff refers to the alleged loan or

alleged security interest or lien enforcement as simply a loan or a security deed, or a security interest or mortgage or other lien contract, it is to be assumed that all of these are alleged and not presumed valid by the Plaintiff. Plaintiff respectfully requests that the court order the Defendant to abstain from any and all foreclosure actions in regards to 3993 Glen Meadow Drive, Norcross, GA 30092 during the time that this case is transpiring.

Each and every allegation in Rubin Lublin LLC'S Motion to Dismiss to which the Plaintiff has not specifically responded to throughout this entire "PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS" is expressly denied and opposed by the PLAINTIFF.

THEREFORE for all of the foregoing reasons, the Plaintiff respectfully requests that this court should deny the DEFENDANT'S prayers for relief and it's Motion to Dismiss in its entirety.

Respectfully submitted this 10th day of May, 2013.

A handwritten signature in black ink, appearing to read "Brant B. Barber", written over a horizontal line.

Brant B. Barber

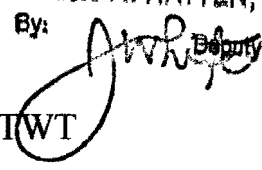
3993 Glen Meadow Drive

Norcross, Georgia 30092 770-231-4569

FILED IN CLERK'S OFFICE
U.S.D.C. Atlanta

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MAY 10 2013

JAMES N. HATTEN, Clerk
By:  Deputy Clerk

BRANT B. BARBER

CASE NO. 1:13-cv-0975-TWT

Plaintiff

vs

Defendants

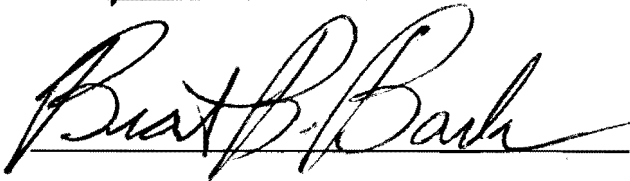
RUBIN LUBLIN, LLC

CERTIFICATE OF SERVICE

This certifies that I have this day served a true and correct copy of the within and foregoing PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS upon Defendants by U.S. Mail, postage prepaid, addressed as follows:

Peter Lublin, as registered agent for
RUBIN LUBLIN, LLC
3740 Davinci Court
Suite 150
Peachtree Corners, GA 30092

This 10th day of May, 2013.



Brant B. Barber
3993 Glen Meadow Drive
Norcross, Georgia 30092 770-231-4569

EXHIBIT A

RUBIN LUBLIN, LLC

Attorneys and Counselors at Law

3740 Davinci Court, Suite 150

Peachtree Corners, GA 30092

TEL (877) 813-0992

FAX (404) 601-5846

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Copy Via Regular Mail**

March 11, 2013

Brant B. Barber
3993 Glen Meadow Drive
Norcross, GA 30092

Notice of Acceleration and Foreclosure

File No.: BAC-11-06630-0004
Loan: Note, and Security Deed from Brant B Barber and Kimotha R. Barber to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN ("Original Lender")
Name: Brant B Barber and Kimotha R. Barber
Property Address: 3993 Glen Meadow Drive, Norcross, GA 30092

Please be advised that this law firm represents DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FF8, MORTGAGE PASS- THROUGH CERTIFICATES, SERIES 2005-FF8 ("Foreclosing Entity"), successor in interest to the Original Lender and the secured creditor on the above-referenced loan. By separate communication you have been advised of your rights under the Fair Debt Collection Practices Act, should that Act apply to this proceeding. Nothing in this letter shall prevent you from exercising those rights as set forth in that communication. This letter is to advise you that we are hereby instituting non-judicial foreclosure proceedings against the referenced property. Enclosed you will find a copy of the Notice of Sale Under Power that was submitted for publication in the legal newspaper in the county where the property is located. The foreclosure sale is scheduled for **May 7, 2013** ("Sale Date").

The entire amount of the debt secured by said Note and Security Deed has now been declared due and payable because of, among other possible defaults, failure to pay the indebtedness as and when due and in the manner specified in the Note and Security Deed. *The total amount of the debt owed to the creditor consists of unpaid principal balance, any unpaid accrued interest, escrow/impound shortages or credits, late charges, legal fees/costs, and other charges. You must contact the creditor at 800-720-3758 to find out the amount needed to either bring your loan current or to pay off your loan in full.*

(Continued on back/next page)

Please be advised that the Foreclosing Entity intends to enforce the provisions of said Note and Security Deed relative to payment of attorneys' fees. Unless you pay the full amount owed on this loan within ten (10) days from the date of receipt of this letter, reasonable attorneys' fees, as defined by the Official Code of Georgia Annotated Section ("O.C.G.A.") § 13-1-11, will also be owed. Please be further advised that from this point forward, strict compliance with the exact terms of the loan documentation will be required pursuant to O.C.G.A. § 13-4-4.

In some circumstances the Security Deed, State Law, and/or the Foreclosing Entity may allow you to cure the default on your loan and stop the foreclosure prior to the sale date. You may contact this office to find out if reinstatement of your loan will be allowed, and if allowed, what specific amount will be necessary to fully cure the default. Please be advised that if you are allowed to cure the default on your loan, payment must be made in the form of cash, cashier's check or certified funds or wired to be received sufficiently in advance of the Sale Date to allow for cancellation of the sale.

If you are currently or have within the last twelve (12) months been in the military service AND joined after entering into the Loan, please notify this office immediately. You may be entitled to relief under the Servicemembers Civil Relief Act. You may also call 1-800-342-9647 for further assistance or visit www.militaryonesource.com/SCRA. When contacting this office as to your military service, you must provide us with positive proof as to your military status. If you do not provide this information, we will assume that you are not entitled to protection under the above mentioned Act.

This notice is not intended to collect against you personally or indicate that you are personally liable for this debt. This notice relates solely to an enforcement of lien rights with respect to the above-referenced property.

This letter is notice to the extent the Fair Debt Collection Practices Act applies. Nothing contained herein or in future notices shall be deemed an admission that the Fair Debt Collection Practices Act applies to this firm's representation of the aforementioned creditor. Should it apply, please be advised that this firm is acting as a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

**INFORMATION RELATIVE TO LOSS MITIGATION OPTIONS AND SAVING
YOUR HOME FROM FORECLOSURE CAN BE FOUND AT**

<http://www.rubinlublin.com/homeowner.php>

EXHIBIT B

NOTICE OF SALE UNDER POWER

GEORGIA, GWINNETT COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from Brant B Barber and Kimotha R. Barber to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN, dated June 24, 2005, recorded August 12, 2005, in Deed Book 43973, Page 0239, Gwinnett County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Seventy-Four Thousand Three Hundred Twenty and 00/100 dollars (\$274,320.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FF8, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF8, secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Gwinnett County, Georgia, within the legal hours of sale on the **first Tuesday in May, 2013**, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 314 OF THE 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 4, BLOCK F, SPALDING CORNERS SUBDIVISION, UNIT III, AS PER PLAT RECORDED IN PLAT BOOK 9, PAGE 153, GWINNETT COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS DESCRIPTION. SAID PROPERTY BEING KNOWN AS 3993 GLEN MEADOW DRIVE ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN GWINNETT COUNTY GEORGIA.

Said legal description being controlling, however the property is more commonly known as **3993 Glen Meadow Drive, Norcross, GA 30092**.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is Brant B Barber and Kimotha R. Barber, B & B Home Improvement and Investments, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-720-3758 for and on behalf of the secured creditor.

**DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF
THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FF8, MORTGAGE PASS- THROUGH
CERTIFICATES, SERIES 2005-FF8**

**as Attorney in Fact for
BRANT B BARBER AND KIMOTHA R. BARBER**

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW.
IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092
Telephone Number: (877) 813-0992 Case No. BAC-11-06630-0004
Ad Run Dates 04/11/2013, 04/18/2013, 04/25/2013, 05/02/2013

www.rubinelublin.com/property-listings.php

EXHIBIT J

About The Firm

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Mission Statement

To mitigate our clients credit losses and otherwise resolve the legal issues confronting them in the most expedient and cost effective manner, without sacrificing quality representation and unparalleled customer service.

[CLICK HERE FOR OUR FIRM RESUME](#)



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is there anything I can do to save my home from foreclosure?

About The Firm

While we understand you may be experiencing temporary or permanent financial troubles that have caused you to be in default of the terms of your mortgage, we may be able to assist you in finding a mutually agreeable work-out plan that fits you and your lender's needs. Your options are listed below.

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- **Reinstatements** – Pay the amount you are behind on your mortgage to bring it current.
- **Repayment Plans** – Repay amounts past due on your mortgage in a monthly payment plan while resuming your regularly scheduled payments.
- **Loan Modifications** – Change one or more of the terms of your loan making it more affordable for you.
- **Short Sales** - Sell your home to a third party for less than you currently owe, avoiding foreclosure.
- **Deed in lieu of foreclosure** - Give the deed to your property back to your lender reducing or canceling your mortgage debt and avoid foreclosure.

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If you do not know who your lender/servicer is, check your mortgage statement or look online at <http://hopenow.com/>.

Time is of the essence! Do not delay if you wish to seek assistance!!

For Additional Useful Homeowner Information Visit:

- **New Freddie Mac Borrower Help Center Opens in Atlanta**
- **HUD Approved Counseling - Foreclosure Help Workshop**
- **Making Home Affordable Borrower Forms**
- **Fannie Mae Homeowner Help**
- **Fannie Mae / Freddie Mac Packet:**
 - **Fannie / Freddie Borrower Assistance Form**
 - **Fannie / Freddie Borrower Assistance Form - Spanish**
 - **Government Monitoring Data Form 710A**
 - **4506T-EZ Individual Tax Return Transcript**
 - **4506T-EZ Spanish**
- **Georgia's Hardest Hit Fund**
- **WaysHome** Interactive Fannie Mae Resource - WaysHome is an interactive video simulation that allows users to put themselves into real-life situations, make decisions on different options - like a modification, short sale or deed-in-lieu of foreclosure - and then see how the consequences play out.
- **Keep My Tennessee Home**
- **Free Tennessee Hotline for Distressed Homeowners** Tennessee Attorney General Bob Cooper has announced a partnership with the Homeownership Preservation Foundation to provide a free hotline to guide distressed homeowners to available mortgage relief programs. The hotline's number is 855.976.7283.
- **HOPE Loan Portal**
- **CredAbility Credit Counseling & Education**
- **Check My Net Present Value Website**

Click Here To Read Testimonials from Borrowers Who Have Worked With Our Loss Mitigation Department

*IN THE EVENT THIS FIRM IS DETERMINED TO BE A DEBT COLLECTOR, THIS
INFORMATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED BY VIRTUE OF IT WILL BE USED FOR THAT PURPOSE.*

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- "Thank you, Cynthia. You have been most wonderful throughout this whole process! We could not have succeeded in saving our home had it not been for your expertise, your willingness to help and guide us, and your unfailing and endless effort you applied to make this miracle happen. You value to our lives is immeasurable!!! We thank you a thousand times over, and wish you a thousand-fold blessings!!!"

- "We just wanted to say that all of us here are highly impressed with your company and all your staff. We appreciate working with the friendly and knowledgeable staff members: Judy Diaz, Erica Malcom, Heidi Billington, Joshua Hopkins and Lisa Caplan. Thank you for the great customer service!!! We will recommend your company to our friends in the industry!"

- "Cynthia, thank you for all you have done to try and help me. I truly, truly appreciate it. If there is EVER anything I can do for you here in Nashville please let me know and I will drop everything to do it. That is how I feel about you ladies, including Judy. You have been so good and kind to me."

- "Unfortunately, I do not usually take the time to thank those who go above and beyond in their profession, but this is worth the time and effort. My nine month long ordeal with my bank's "work out" loan program fell through and I really wanted to save my home. I was not getting any help or answers from my bank, and at the last hour, and I mean last hour. I had the opportunity to speak with Judy Diaz, explain my situation, she immediately had a conference call with the bank, was able to get me options to keep my home, and we were successful. She provided me with answers and solutions that over 70 calls to my bank was unable to - I know you work for the bank, but the true satisfaction is being able to help someone in need (in this case, save my home) by taking the time to talk and direct them in the right direction. Please acknowledge Judy Diaz and her commitment to provide professional, honest service."

- "My husband and I would like to let Judy know how much we appreciate the outstanding work she did on our behalf. She went above and beyond her call of duty for us and we just want to say we love and thank her from the bottom of our hearts. Judy is awesome and an asset to the firm. We pray that she never leaves because she has a heart for her job and the people she interacts with. May God Bless her and her family abundantly."

- "Thank you so much for your prompt response to my email. I have been in touch with Ms. Slick this morning and she was extremely helpful, informative and kind."

- "Thank you so much for your kindness in these difficult days."

- "I just wanted to thank you Cynthia for all the help. You have been the one and only person to be helpful."

- "Ms. Slick is wonderful to work with and has been very helpful and calming in a very difficult situation. After working with her, I was able to bring my account current. I want to express my sincere gratitude for her assistance and patience in this matter. She has been very gracious to me, and I cannot tell you how much it has meant to me being able to talk with her and not feel totally helpless."

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Rubin Lublin, LLC offers a full array of services to its mortgage banking and title insurance clientele in both residential and commercial matters in Georgia, Tennessee and Mississippi. We offer representation to lenders and title companies from loan origination to foreclosure bankruptcy and beyond to the disposition of real estate owned ("REO"). We employ the latest technology in each of our practice areas to enable us to communicate effectively with our clients and offer them the best possible service while handling a high volume of their work.

In our residential mortgage default practice, we are able to interface with all major servicing and billing systems. All our work is accomplished within investor required timelines and at investor allowable billing rates. Our commercial mortgage default representation is generally handled at an agreed upon flat fee.

In our compliance and real estate/title litigation areas we offer big firm expertise and capabilities with the personalized service of a boutique firm. Our hourly billing rates compare very favorably with those in our industry.

Our areas of service are as follows:

- » Foreclosure
- » Foreclosure Prevention / Loss mitigation
- » Bankruptcy
- » Landlord/Tenant
- » Title Clearance
- » Real Estate Closings/REO
- » Regulatory Compliance
- » Real Estate Litigation

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Please read before calling or emailing.

Contained herein are listings of all active foreclosure sales for the states of Georgia, Tennessee and Mississippi. When searching for properties, you can group listings according to any of the blue headers. Click the desired header and the properties will sort alphabetically.

This is general information published for the benefit of those attending sales. However, please understand that we expressly reserve the right to modify them in a given sale, as we deem necessary.

WE ARE NOT REALTORS AND HAVE NO INFORMATION ON THE CONDITION OR CHARACTERISTICS OF ANY PROPERTY LISTED.

Sales are for "all cash" with the entire purchase price due and payable at the conclusion of the auction in cash or certified/bank checks. No personal checks will be accepted. All sales will be conducted in an auction format with the opening bid being supplied by the lender. To purchase a property, you must bring sufficient funds to outbid the lender and any other potential investor. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

This website is the best and only source of information on all of our sales. It contains all information you need and is updated in real time. There is generally no reason to call or email our office for information on upcoming sales. All active sales for at least the next 90 days are posted on this site with opening bid information, if available. If a sale is cancelled it is immediately removed. Bid information may be obtained right up to the point of sale and will be updated immediately. Check for updates.

All Tennessee sales are scheduled to be cried at 11 a.m. local time, with the exception of Rutherford, Shelby, Cheatham, Williamson, Montgomery, Hickman, Giles, Lincoln, Bedford, Cannon and Henry Counties, which will be cried at 2 p.m. Central Time. All Mississippi sales are scheduled to be cried between 11 a.m. and 4 p.m. Central time. All Georgia sales are scheduled to be cried between 10 a.m. and 4 p.m. Eastern time. Sale times are subject to change in accordance to the time and date specified on the notices of sale. For exact location and time of any sale, please refer to the published notice of sale.

In order to view the Property Listings for Rubin Lublin you must agree to our [Terms of Service](#).

WE ARE NOT REALTORS OR BROKERS AND THEREFORE HAVE NO INFORMATION OR MAKE NO REPRESENTATION AS TO THE CHARACTERISTICS, CONTENT OR CONDITION OF PROPERTIES. AS SUCH, DO NOT CONTACT US REGARDING SAME. ALL INFORMATION WE HAVE REGARDING PROPERTIES IS LISTED ON THIS WEBSITE.

By clicking the button below you agree to our [Terms of Service](#).

Agree and View Properties

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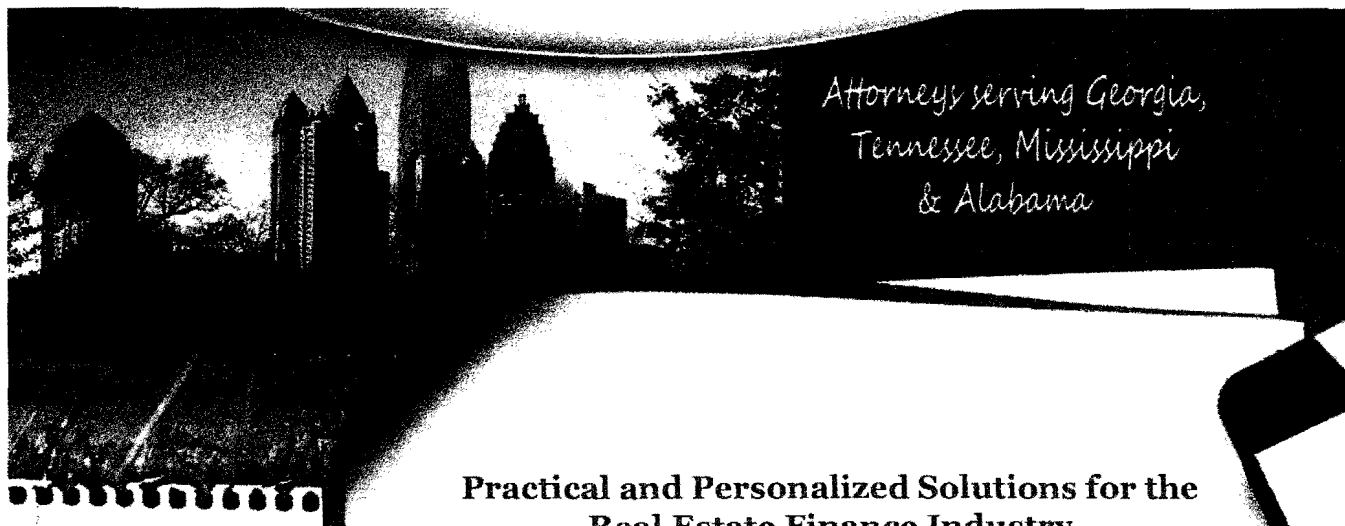
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Property Listings for Georgia

View Listings for: - -

Sale Date	Case #	Property	City	Zip	County	Bid
06/04/2013	BAC-11-11279-0007	150 FITZROY LN	ACWORTH	30101	PAULDING	Go To Auction.com
06/04/2013	BAC-12-03878-0004	226 OAK GROVE WAY	ACWORTH	30102	CHEROKEE	Go To Auction.com
06/04/2013	NAT-13-01989-0001	3156 PARFAIT PLACE	ACWORTH	30101	COBB	Not Available
06/04/2013	GEN-13-02271-0001	4386 WORTH STREET NW	ACWORTH	30101	COBB	Not Available
06/04/2013	BAC-12-00860-0007	4909 LIGHTWOOD CT NW	ACWORTH	30102	COBB	Go To Auction.com
06/04/2013	BAC-12-07980-0007	5124 LEGENDARY LANE	ACWORTH	30102	CHEROKEE	Go To Auction.com
06/04/2013	BAC-13-01203-0002	125 SOUTH FALCON BLUFF	ALPHARETTA	30022	FULTON	Go To Auction.com
06/04/2013	BAC-12-13430-0003	260 LANTERN RIDGE COURT	ALPHARETTA	30004	FULTON	Go To Auction.com
06/04/2013	SPS-09-04057-0008	910 NEWPORT COURT	ALPHARETTA	30005	FULTON	Not Available
06/04/2013	BAC-13-02447-0001	220 EAST MEADOWS DRIVE	ATHENS	30605	CLARKE	Not Available
06/04/2013	BAC-11-12713-0004	288 CHALFONT LANE	ATHENS	30606	CLARKE	Not Available
06/04/2013	RSG-12-06895-0005	1095 APOLLO DR SW	ATLANTA	30331	FULTON	Not Available
06/04/2013	BAC-11-09780-0005	138 KIRKWOOD RD 4	ATLANTA	30317	DEKALB	Go To Auction.com
06/04/2013	NAT-12-13245-0005	1401 MCGILL PARK AVENUE NE	ATLANTA	30312	FULTON	Not Available
06/04/2013	BAC-12-02041-0003	1474 VENETIAN DRIVE SW	ATLANTA	30311	FULTON	Not Available
06/04/2013	BAC-13-02287-0001	1751 MARIETTA RD NW	ATLANTA	30318	FULTON	Go To Auction.com
06/04/2013	BAC-12-03822-0004	1762 PLYMOUTH RD NW	ATLANTA	30318	FULTON	Go To Auction.com
06/04/2013	BAC-11-12340-0005	1772 DODSON DRIVE SW	ATLANTA	30311	FULTON	Go To Auction.com
06/04/2013	BAC-12-01621-0005	2108 SANDTREE CT. SW	ATLANTA	30331	FULTON	Go To Auction.com
06/04/2013	NAT-13-01361-0002	2250 CHARLESTON POINTE SE	ATLANTA	30316	DEKALB	Not Available
06/04/2013	BAC-11-05984-0004	2333 OMAHA ROAD SW	ATLANTA	30331	FULTON	Go To Auction.com
06/04/2013	BAC-11-14307-0007	2483 OLD COLONY RD	ATLANTA	30344	FULTON	Go To Auction.com
06/04/2013	BAC-10-11345-0008	2607 FORREST AVENUE NW	ATLANTA	30318	FULTON	Go To Auction.com
06/04/2013	GEN-12-05877-0003	2617 WARWICK CIR NE	ATLANTA	30345	DEKALB	Not Available
06/04/2013	BAC-11-13095-0005	2657 LENOX ROAD UNIT 29	ATLANTA	30324	FULTON	Go To Auction.com
06/04/2013	BAC-12-08059-0005	3271 TIMBER RIDGE	ATLANTA	30349	FULTON	Go To Auction.com
06/04/2013	BAC-12-11286-0004	3278 WELMINGHAM DR	ATLANTA	30331	FULTON	Go To Auction.com
06/04/2013	NAT-12-10898-0003	3324 PEACHTREE STREET NE 3013	ATLANTA	30326	FULTON	Not Available
06/04/2013	BAC-11-11819-0004	3505 OAKSHIRE WAY	ATLANTA	30354	FULTON	Go To Auction.com
06/04/2013	BAC-09-32096-0005	361 17TH STREET NW #701	ATLANTA	30363	FULTON	Go To Auction.com
06/04/2013	BAC-12-04261-0002	4197 KENWOOD TRAIL	ATLANTA	30349	FULTON	Go To Auction.com
06/04/2013	BAC-11-13327-0002	480 SW CANYON WAY	ATLANTA	30349	FULTON	Not Available
06/04/2013	BAC-09-30373-0007	58 BOULEVARD SE	ATLANTA	30312	FULTON	Go To Auction.com
06/04/2013	BAC-11-14005-0003	583 TARRAGON CT SW	ATLANTA	30331	FULTON	Not Available
06/04/2013	BAC-12-07635-0008	835 BEECHWOOD AVE SW	ATLANTA	30310	FULTON	Go To Auction.com
06/04/2013	BAC-12-04980-0004	862 CASCADE XING SW	ATLANTA	30331	FULTON	Go To Auction.com
06/04/2013	BAC-11-13922-0007	934 BERKSHIRE ROAD	ATLANTA	30324	FULTON	Go To Auction.com
06/04/2013	BAC-11-09009-0007	972 NORTH ORMEWOOD PARK DRIVE	ATLANTA	30316	FULTON	Not Available
06/04/2013	BAC-12-13998-0002	3005 BROOKHAVEN WAY	AUGUSTA	30909	RICHMOND	Go To Auction.com
06/04/2013	BAC-12-05409-0003	3117 EAGLE ROCK ROAD	AUGUSTA	30909	RICHMOND	Go To Auction.com
06/04/2013	SPS-13-01976-0002	3353 OLD LOUISVILLE RD	AUGUSTA	30906	RICHMOND	Not Available
06/04/2013	LNC-13-02182-0001	811 BENNOCK MILL ROAD	AUGUSTA	30906	RICHMOND	Not Available
06/04/2013	BAC-11-10010-0005	106 RENFORD ROAD	BALL GROUND	30107	CHEROKEE	Go To Auction.com
06/04/2013	SPS-12-02471-0002	367 CRAWFORD RD	BARNESVILLE	30204	LAMAR	Not Available
06/04/2013	NAT-12-13211-0003	2120 BOTANICAL CIRCLE	BETHLEHEM	30620	BARROW	Not Available
06/04/2013	BAC-12-04474-0004	2279 GRANITE PATH COURT	BETHLEHEM	30620	GWINNETT	Go To Auction.com
06/04/2013	BAC-11-08149-0002	540 JESSICA LANE	BLAIRSVILLE	30512	UNION	Not Available
06/04/2013	BAC-11-03397-0006	133 E RAILROAD STREET	BOWMAN	30624	ELBERT	Not Available
06/04/2013	BAC-13-01430-0002	551 JIM ALLEN ROAD	BOX SPRINGS	31801	MARION	Not Available
06/04/2013	BAC-12-02992-0002	2921 ELLIS ST	BRUNSWICK	31520	GLYNN	Not Available



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